United States Bankruptcy Court Northern District of California

In re:

Case

No. 15-31519 Chapter 11

JINNIE JINHUEI CHANG CHAO

[PROPOSED] COMBINED PLAN OF REORGANIZATION

AND DISCLOSURE STATEMENT (July 14, 2023)

INTRODUCTION

This is Debtor's Combined Chapter 11 Plan of Reorganization and Disclosure Statement (the Plan). The Plan identifies each known creditor by name and describes how each claim will be treated if the Plan is confirmed.

Part 1 contains the treatment of creditors with secured claims; Part 2 contains the treatment of general unsecured creditors: 100% of their allowed claims in semiannual payments over 5 years. Taxes and other priority claims would be paid in full, as shown in Part 3.

Most creditors (those in impaired classes) are entitled to vote on confirmation of the Plan. Completed ballots must be received by Debtor's counsel, and objections to confirmation must be filed and served, no later than [date]. The court will hold a hearing on confirmation of the Plan on [date] at [time].

Attached to the Plan are exhibits containing financial information that may help you decide how to vote and whether to object to confirmation. Exhibit 1 includes background information regarding Debtor and the events that led to the filing of the bankruptcy petition and describes significant events that have occurred during this Chapter 11 case. Exhibit 2 contains an analysis of how much creditors would likely receive in a Chapter 7 liquidation. Exhibit 3 shows Debtor's monthly income and expenses. Exhibit 4 describes how much Debtor is required to pay on the effective date of the plan. Exhibit 5

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shows Debtor's monthly income and expenses related to each investment property.

Whether the Plan is confirmed is subject to complex legal rules that cannot be fully described here. You are strongly encouraged to read the Plan carefully and to consult an attorney to help you determine how to vote and whether to object to confirmation of the Plan.

If the Plan is confirmed, the payments promised in the Plan constitute new contractual obligations that replace the Debtor's pre-confirmation debts. Creditors may not seize their collateral or enforce their pre-confirmation debts so long as Debtor performs all obligations under the Plan. If Debtor defaults in performing Plan obligations, any creditor can file a motion to have the case dismissed or converted to a Chapter 7 liquidation, or enforce their non-bankruptcy rights. Debtor will be discharged from all pre-confirmation debts (with certain exceptions) if Debtor makes all Plan payments. Enforcement of the Plan, discharge of the Debtor, and creditors' remedies if Debtor defaults are described in detail in Parts 5 and 6 of the Plan.

PART 1: TREATMENT OF SECURED CREDITORS

Creditors' Rights Remain Unchanged.

Class	Name of Creditor	Description of Collateral
1A	Select Portfolio Servicing, Inc. Former U.S Bank, National Association	8108 Penobscot Lane, McKinney Tx
1B	Flagstar Bank, FSB	701 Braxton Ct, McKinney Tx
1C	Flagstar Bank, FSB	305 St. Andrews Dr, Pinehurst, NC
1D	Flagstar Bank, FSB	9 Maverick Place, Pinehurst, NC

These creditors' legal, equitable, and contractual rights remain unchanged with respect to the above collateral. The confirmation order will constitute an order for relief from stay. Creditors in these classes shall retain their interest in the collateral until paid in full. These secured claims are not impaired and are not entitled to vote on confirmation of the Plan.

Debtor to Adjust Terms and Pay Amount Due in Full Over Time.

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Class	Name of Creditor	Description of Collateral	Amount Due	Interes t Rate	Monthly Payment	Term
1E	Planet Home Lending, LLC. Former PennyMac Loan Services	30 Pilarcitos Ct Hillsboroug, CA 94010	1,819,000.00	4.75%	\$10,232.43	30 yrs

As per Stipulation between parties regarding Treatment of Claim under Debtor's proposed Plan (Dkt 129 and 130)

Debtor will pay the entire amount contractually due with interest based on the terms of the stipulation agreement re treatment of claim with PennyMac Loan Services, LLC see attached as Appendix A. Creditors in these classes shall retain their interest in the collateral until Debtor makes all payments on the allowed secured claim specified in the Plan.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). These secured claims are impaired and are entitled to vote on confirmation of the Plan.

Payments to claimants in these classes may continue past the date Debtor obtains a discharge. The claimants' rights against its collateral shall not be affected by the entry of discharge, but shall continue to be governed by the terms of this Plan.

PART 2: TREATMENT OF GENERAL UNSECURED CREDITORS

Class 2(a) Small Claims.

Name of Creditor	Amount of Claim	Disputed Y/N	Amount to be Paid	Amount to Pay on Effective Date
Lawrence D. Miller	\$962.20	No	\$962.20	\$962.20
Menlo Dermatology Medical Group	\$97.74	No	\$97.74	\$97.74
Mills-Pennisula Emerg Med, Inc.	\$589.00	No	\$589.00	\$589.00
Online Collections	\$83.00	No	\$83.00	\$83.00
Saad A Shakir MD Inc.	\$193.41	No	\$193.41	\$193.41

This class includes any creditor whose allowed claim is \$1,000.00

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or less, and any creditor in Class 2(b) whose allowed claim is larger than \$1,000.00 but agrees to reduce its claim to \$1,000.00. Each creditor will receive on the Effective Date of the Plan a single payment equal to the lesser of its allowed claim or \$1,000.00.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). Claimants in this class are impaired and are entitled to vote on confirmation of the Plan, unless their claims are paid in full with interest on the Effective Date of the Plan.

Class 2(b) General Unsecured Claims.

Name of Creditor	Amount of Claim	Disputed Y/N	Amount to be Paid	Semi Annually
American Express	\$6,305.37	No	\$6,305.37	\$630.48
Bank of America	\$10,095.00	No	\$10,095.00	\$1,009.50
Bruce C. Janke	\$13,135.66	No	\$13,135.66	\$1,313.52
Chase Card Services	\$10,595.00	No	\$10,595.00	\$1,059.48
Chase Card Services	\$8,515.00	No	\$8,515.00	\$851.46
Chase Card Services	\$6,914.00	No	\$6,914.00	\$699.68
Penninsula Hospital and MI	\$4,010.07	No	\$4,010.07	\$400.98

Allowed claims of general unsecured creditors not treated as small claims including allowed claims of creditors whose executory contracts or unexpired leases are being rejected under this Plan shall be paid as follows:

Percent Plan. Creditors will receive 100% percent of their allowed claim in a 5 year period with semi-annual installments, due on the 1st day of the month, starting on the plan effective date.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). This class is impaired and is entitled to vote on confirmation of the Plan. Debtor has indicated above whether a particular claim is disputed.

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Class 2(c) Disputed General Unsecured Claim.

Name of Creditor	Amount of Claim	Disputed Y/N	Amount to be Paid	
Ardeshir Salem	\$1,156,805.38	Yes	Disputed	

The claim of Ardeshir Salem and A. Salem, D.D.S., Inc. (collectively, the Salem Parties) is disputed and will be resolved as follows: The Salem Parties have filed a Proof of Claim as Claim 9-4 for \$1,156,805.38. Debtor disputes the validity of the claim and will, no later than the effective date of this Plan, object to Claim 9-4, and any amendments to that claim thereto. Confirmation of the Plan shall not have any resjudicata effect as to the amount or validity of Claim 9-4.

Debtor will not make any payments to the disputed claim reserve for Claim 9-4 as provided for in section 7(b). In the event the claim is allowed in any amount; Debtor shall pay the allowed amount of the claim in full within 180 days of a final, non-appealable order allowing the claim. Debtor shall, if necessary, sell three of her out of State properties. Below is a Table of the properties with the current values and balance of Liens on the property:

Jinnie Chang Chao Property Summary as of August 22, 2023

Property Address	Current Value	Outstanding Mortgage Balance	Cost of Sale	Sale Tax	Estimated Net Proceds	
9 Maverick Place Pinehurst, NC 28374	\$390,000	\$81,000	\$23 , 400	\$39,000	\$246 , 600	*
305 St Andrews Dr., Pinehurst, NC 28374	\$460,000	\$90,000	\$27 , 600	\$46,000	\$296 , 400	
701 Braxton Court McKinney, TX 75071	\$800,000	\$206,000	\$48,000	\$80,000	\$466,000	*
8108 Penobscot Lane McKinney, TX 75071	\$1,150,000	\$352,000	\$69,000	\$115,000	\$614,000	*
30 Pilarcitos Court Hillsborough, CA 94010	\$5,150,000	\$1,819,000	\$309,000	\$515,000	\$2,507,000	

* Properties to be sold if needed.

PART 3: TREATMENT OF PRIORITY AND ADMINISTRATIVE CLAIMS

(a) Professional Fees.

Debtor will pay the following professional fees in full on the Effective Date, or upon approval by the court, whichever is later.

Name and Role of Professional	Estimated Amount
Anyama Law Firm-General Bankruptcy Counsel	\$45,000.00
Bernard J. Kornberg (Special Counsel)	\$10,000.00

Professionals may not take collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). Estate professionals are not entitled to vote on confirmation of the Plan.

(b) Other Administrative Claims. Debtor will pay other allowed claims entitled to priority under section 503(b) in full on the Effective Date; except expenses incurred in the ordinary course of Debtor's business or financial affairs, which shall be paid when normally due and payable (these creditors are not listed below). All fees payable to the United States Trustee as of confirmation will be paid on the Effective Date; post-confirmation fees to the United States Trustee will be paid when due.

Administrative Creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). Administrative claimants are not entitled to vote on confirmation of the Plan.

Name of Administrative Creditor	Estimated Amount of Claim
United States Trustee	\$250.00

(c) <u>Tax Claims</u>. Debtor will pay allowed claims entitled to priority under section 507(a)(8) in full over time with interest

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(at the non-bankruptcy statutory interest rate) in equal amortizing payments in accordance with section 511 of the Bankruptcy Code. Payments will be made [monthly/quarterly], due on the [number] day of the [month/quarter], starting [month & year]. To the extent amounts owed are determined to be other than as shown below, appropriate adjustments will be made in the number of payments.

Priority tax creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). Priority tax claimants are not entitled to vote on confirmation of the Plan.

Name of Creditor	Estimated Amount of Claim	Statutory Interest Rate	Payment Amount	Number of Payments
N/A				

PART 4: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(a) Executory Contracts/Unexpired Leases Assumed. Debtor assumes the following executory contracts and/or unexpired leases upon confirmation of this Plan and will perform all pre-confirmation and post-confirmation obligations thereunder. Post-confirmation obligations will be paid as they come due. Pre-confirmation arrears will be paid in full on the Effective Date.

Person whom you have a contract/lease with	Description of Contract/Lease	Lease is for:	Terms of Contract/ Lease	Installment Amount
Charles and Kathryn Cottle	Lease Agreement	305 St. Andrews Dr. Pinehurst NC 28374	Month to Month / Assume	\$1,596.33
Leon C., Kimberly & Carol McKenzie	Lease Agreement	8108 Penobscot Drive McKinney TX 75071	1 Year from 6/1/2023 / Assume	\$5,512.00
Tom Sexton Nichols IV & Carissa	Lease Agreement	701 Braxton Court McKinney TX 75071	3 Years / Assume	\$3,950.00
Marilda Siemers	Lease Agreement	9 Maverick Lane Pinehurst, NC 28374	Month to Month / Assume	\$1,147.50

Prime Properties	Contract	Texas Properties	One Year / Assume	10% of one full month's rent per property.
Village of Pinehurst Rentals	Contract	North Carolina Properties	One Year / Assume	15% of one's full month's rent per property

(b) Executory Contracts/Unexpired Leases Rejected. Debtor rejects the following executory contracts and/or unexpired leases and surrenders any interest in the affected property, and allows the affected creditor to obtain possession and dispose of its property, without further order of the court. Claims arising from rejection of executory contracts have been included in Class 2 (general unsecured claims).

Name of Counter-Party	Description of Contract/Lease
N/A	

(c) Executory contracts and unexpired leases not specifically assumed or rejected above will be deemed assumed.

PART 5: DISCHARGE AND OTHER EFFECTS OF CONFIRMATION

- (a) <u>Discharge</u>. Debtor shall not receive a discharge of debts until Debtor makes all payments due under the Plan or the court grants a hardship discharge.
- (b) <u>Vesting of Property</u>. On the Effective Date, all property of the estate and interests of the Debtor will vest in the reorganized Debtor pursuant to § 1141(b) of the Bankruptcy Code free and clear of all claims and interests except as provided in this Plan, subject to revesting upon conversion to Chapter 7 as provided in Part 6(f) below.
- (c) Plan Creates New Obligations. Except as provided in Part 6(d) and (e), the obligations to creditors that Debtor undertakes in the confirmed Plan replace those obligations to creditors that existed prior to the Effective Date of the Plan. Debtor's obligations under the confirmed Plan constitute binding contractual promises that, if not satisfied through performance of the Plan, create a basis for an action for breach of contract under California law. To the extent a creditor retains a lien under the Plan, that creditor retains all rights provided by such

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lien under applicable non-Bankruptcy law.

PART 6: REMEDIES IF DEBTOR DEFAULTS IN PERFORMING THE PLAN

- (a) Creditor Action Restrained. The confirmed Plan is binding on every creditor whose claims are provided for in the Plan. Therefore, even though the automatic stay terminates on the Effective Date with respect to secured claims, no creditor may take any action to enforce either the pre-confirmation obligation or the obligation due under the Plan, so long as Debtor is not in material default under the Plan, except as provided in Part 6(e) below.
- Obligations to Each Class Separate. Debtor's obligations under the Plan are separate with respect to each class of creditors. Default in performance of an obligation due to members of one class shall not by itself constitute a default with respect to members of other classes. For purposes of this Part 6, the holders of all administrative claims shall be considered to be a single class, the holders of all priority claims shall be considered to be a single class, and each nondebtor party to an assumed executory contract or lease shall be considered to be a separate class.
- Material Default Defined. If Debtor fails to make any payment, or to perform any other obligation required under the Plan, for more than 10 days after the time specified in the Plan for such payment or other performance, any member of a class affected by the default may serve upon Debtor and Debtor's attorney (if any) a written notice of Debtor's default. If Debtor fails within 30 days after the date of service of the notice of default either: (i) to cure the default; (ii) to obtain from the court an extension of time to cure the default; or (iii) to obtain from the court a determination that no default occurred, then Debtor is in Material Default under the Plan to all the members of the affected class.
- Remedies Upon Material Default. Upon Material Default, any member of a class affected by the default: (i) may file and serve a motion to dismiss the case or to convert the case to Chapter 7; or (ii) without further order of the court has relief from stay to the extent necessary, and may pursue its lawful remedies to enforce and collect Debtor's pre-confirmation obligations.
- Claims not Affected by Plan. Upon confirmation of the Plan, and subject to Part 5(c), any creditor whose claims are left

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unimpaired under the Plan may, notwithstanding paragraphs (a), (b), (c), and (d) above, immediately exercise all of its contractual, legal, and equitable rights, except rights based on default of the type that need not be cured under section 1124(2)(A) and (D).

- (f) Effect of Conversion to Chapter 7. If the case is at any time converted to one under Chapter 7, property of the Debtor shall vest in the Chapter 7 bankruptcy estate to the same extent provided for in section 348(f) of the Bankruptcy Code upon the conversion of a case from Chapter 13 to Chapter 7.
- (g) Retention of Jurisdiction. The bankruptcy court may exercise jurisdiction over proceedings concerning: (i) whether Debtor is in Material Default of any Plan obligation; (ii) whether the time for performing any Plan obligation should be extended; (iii) adversary proceedings and contested matters pending as of the Effective Date or specifically contemplated in this Plan to be filed in this court (see Part 7(f)); (iv) whether the case should be dismissed or converted to one under Chapter 7; (v) any objections to claims; (vi) compromises of controversies under Fed. R. Bankr. Pro. 9019; (vii) compensation of professionals; and (viii) other questions regarding the interpretation and enforcement of the Plan.

PART 7: GENERAL PROVISIONS

- (a) Effective Date of Plan. The Effective Date of the Plan is The fifteenth day following the date of the entry of the order of confirmation, if no notice of appeal from that order has been filed. If a notice of appeal has been filed, Debtor may waive the finality requirement and put the Plan into effect, unless the order confirming the Plan has been stayed. If a stay of the confirmation order has been issued, the Effective Date will be the first day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.
- (b) <u>Disputed Claim Reserve</u>. Except as indicated in Section 2, Debtor will create a reserve for disputed claims. Each time Debtor makes a distribution to the holders of allowed claims, Debtor will place into a reserve the amount that would have been distributed to the holders of disputed claims if such claims had been allowed in the full amount claimed. If a disputed claim becomes an allowed claim, Debtor shall immediately distribute to the claimant from the reserve an amount equal to all

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distributions due to date under the plan calculated using the amount of the allowed claim. Any funds no longer needed in reserve shall be returned to Debtor.

- (c) <u>Cramdown</u>. Pursuant to section 1129(b) of the Bankruptcy Code, Debtor reserves the right to seek confirmation of the Plan despite the rejection of the Plan by one or more classes of creditors.
- (d) <u>Severability</u>. If any provision in the Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of the Plan.
- (e) <u>Governing Law</u>. Except to the extent a federal rule of decision or procedure applies, the laws of the State of California govern the Plan.

(f) Lawsuits.

Debtor believes that causes of action for fraudulent transfers, voidable preferences, or other claims for relief exist against the following parties:

Party	Creditor Y/N	Nature of Claim	Amount of Claim	Will Debtor Prosecute Action? Y/N
None				

- (g) <u>Notices</u>. Any notice to the Debtor shall be in writing, and will be deemed to have been given three days after the date sent by first-class mail, postage prepaid and addressed as follows:
- (h) Post-Confirmation United States Trustee Fees. Following confirmation, Debtor shall continue to pay quarterly fees to the United States Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6). So long as Debtor is required to make these payments, Debtor shall file with the court quarterly reports in the form specified by the United States Trustee for that purpose.
- (i) Deadline for § 1111(b) Election. Creditors with an allowed

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secured claim can make a timely election under section 1111(b) no later than 14 days before the first date set for the hearing on confirmation of the Plan.

Dated: August 28, 2023

Delstor Delstor Anyama
Attorfey for Debtor

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(Version: 7/30/12)

July 30, 2012

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Attorney Certification

I, Onyinye N. Anyama, I am legal counsel for the Debtor(s) in the above-captioned case and hereby certify the following: (i) the foregoing plan is a true and correct copy of the Individual Chapter 11 Combined Plan and Disclosure Statement promulgated by the Northern District of California, San Francisco Division, on July 30, 2012 (the "Standard-Form Plan"); and (ii) except as specified below, there have been no alterations or modifications to any provision of the Standard-Form Plan.

The following provisions of the Standard-Form Plan have been altered or otherwise modified.

Part 1 of Plan, Debtor remove the following paragraphs:

- ✓ Debtor to make Regular Payments and Pay Arrears Over Time.
- ✓ Debtor to Strip Lien to Value of Collateral and Pay Over Time.
- ✓ Debtor to Strip Off Lien.
- ✓ Debtor to Adjust Terms and Pay Amount Due in Full Over Time.
- ✓ Property to be Sold.
- Page 2, Property to be Surrendered Remove table and paragraph related to Property to be surrendered.
- Page 3, terms of Class 1E, Debtor incorporated the terms of the stipulation and attached the stipulation as Appendix A.
- Page 3, Treatment of General Unsecured Creditors-Debtor changed terms from monthly installments to semiannual installments.
- Page 4, Debtor incorporated Class 2(c) Disputed General Unsecured Claims.
- Page 5, Debtor incorporated a table showing the summary of real property estimated values in support of proposed Plan treatment for Class 2 (c) Creditor.
- Page 7, Executory Contracts and Unexpired Leases, Debtor provided lease terms and removed Estimated Total Cure Amount and Number of Installments

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I declare that the foregoing is true and correct. Executed this 28th day of August 2023.

> /s/Onyinye N. Anyama Attorney for Debtor

Exhibit 1 - Events That Led to Bankruptcy

The event leading to bankruptcy was due to the economic downturn in 2008 and the near collapse of the real estate industry. Ms. Chao (real estate professional) experienced major decrease in her income. She attempted to reorganize her debt by filing Chapter 13 cases in 2015 pro se. However the case was dismissed since Ms. Chao represented herself and was unsophisticated in bankruptcy matters. Ms. Chao employed the applicant to file her Chapter 11 bankruptcy to reorganize her debt.

Virtually all of the Debtor's assets are encumbered by holders of prior secured claims. The principal assets of the estate are the following properties currently owned by the debtor.

- 8108 Penobscot Ln. McKinney TX,
- 701 Braxton Ct. McKinney TX,
- 30 Pilarcitos Ct Hillsborough CA
- 305 St Andrews Dr. Pinehurst NC
- 9 Maverick Pl. Pinehurst

Appendix A - Stipulation re Plan treatment with PennyMac Loan Services, LLC

Re Property:

• 30 Pilarcitos Ct Hillsborough CA

Exhibit 2 - What Creditors Would Receive if the Case Were Converted to a Chapter 7

Real Property #1: 30 Pilarcitos, Hillsborough, Ca

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
5,150,000.00	1 st PennyMac \$1,819,000.00	\$309,000.00	\$515,000.00	\$0	\$2,507,000.00

Real Property #2: 8108 Penobscot Lane, Mckinney Tx

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
1,150,000.00	1 st U.S Bank, N.A \$352,000.00	\$69,000.00,	\$115,000.00	\$0	\$614,000.00

Real Property #3: 701 Braxton Ct, Mckinney Tx

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
800,000.00	1st Flagstar Bank \$206,000.00	\$48,000.00	\$80,000.00	\$0	\$466,000.00

Real Property #4:305 St Andrews Dr, Pinehurst, NC

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
460,000.00	1 st Flagstar Bank \$90,000.00	\$27,600.00	\$46,000.00	\$0	\$296,400.00

Real Property #5: 9 Maverick Place, Pinehurst, Nc

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
390,000.00	1st Flagstar Bank \$81,000.00	\$23,400.00	\$39,000.00	\$0	\$246,600.00

Personal Property:

Description	Liquidation Value	Secured Claim	Amt of Exemption	Net Proceeds
Cash	\$20,000.00	0	\$20,000.00	\$0.00
Automobile #1-2004 Mazda	\$2,800.00		\$2,800.00	\$0.00
Automobile #2-2007 Cadillac	\$7,341.00		\$7,341.00	\$0.00
Household Furnishings	\$1,500.00		\$1,500.00	\$0.00
Clothes	\$1,000.00		\$1,000.00	\$0.00
Jewelry	0.00		0.00	\$0.00
Equipment	0.00		0.00	\$0.00
Accounts Receivable/Earned Commission	\$40,000.00		\$40,000.00	\$0.00
Other Personal Property				\$0.00
TOTAL				\$0.00

Net Proceeds of Real Property and Personal Property		\$4,130,000.00
Recovery from Preferences / Fraudulent Conveyances	[ADD]	\$0
Chapter 7 Administrative Claims	[SUBTRACT]	\$5,500.00
Chapter 11 Administrative Claims	[SUBTRACT]	\$70,000.00
Priority Claims	[SUBTRACT]	\$0
Chapter 7 Trustee Fees	[SUBTRACT]	\$5,000.00
Chapter 7 Trustee's Professionals	[SUBTRACT]	\$5,000.00
NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CR	\$4,044,500.00	

Estimated Amount of Unsecured Claims	\$1,162,953.30
Percent Distribution to Unsecured Creditors Under Proposed Plan	100%
Percent Distribution to Unsecured Creditors Under Liquidation Analysis	100%

Exhibit 3 - Monthly Income and Expenses

Income	Amount
Gross Personal Income	\$1,743.00
Total Family Contribution	\$12,427.56

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Rental Income	\$12,205.83
Positive Cash Flow on Investment Property (Exhibit 5, Line A)	\$1,671.79
A. Total Monthly Income	\$28,048.18

Expenses Includes Plan Payments on Secured Claims for Residence and Car	Amount
Rent	\$ 0.00
Home Maintenance/Repair	\$ 0.00
Electricity/Gas	\$ 115.00
Cell phone/Internet/Cable	\$ 150.00
Food and Housekeeping	\$ 400.00
Personal Care	\$ 100.00
Medical/Dental Expenses	\$ 200.00
Transportation	\$ 400.00
Entertainment	\$ 0.00
Charitable Contributions	\$ 80.00
Health Inurance	\$ 450.00
Vehicle Insurance	\$ 260.00
U.S Trustee Fees	\$ 83.33
Rental Expenses	
30 Pilarcitos, Hillsborough, Ca	
1st Lienholder	\$ 10,232.43
Property Insurance	\$ 435.16
Property Taxes	\$ 1,659.97
Maintenance	\$ 100.00
8108 Penobscot Lane, Mckinney Tx	
1st Lienholder	\$ 3,919.96
Property Insurance	\$ Impounded
Property Taxes	\$ Impounded
Maintenance (Property management)	\$ 551.20
701 Braxton Ct, Mckinney Tx	
1st Lienholder	\$ 3,236.29
Property Insurance	\$ Impounded
Property Taxes	\$ Impounded
Maintenance (property Management)	\$ 395.00
305 St Andrews Dr, Pinehurst, NC	
1st Lienholder	\$ 1,084.53

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Property Insurance	\$ Impounded
Property Taxes	\$ Impounded
Maintenance (Property management)	\$ 239.45
9 Maverick Place, Pinehurst, NC	
1st Lienholder	\$ 935.49
Property Insurance	\$ Impounded
Property Taxes	\$ Impounded
Maintenance (Property management)	\$ 172.13
Total Monthly Expenses	\$ 25,189.93

C. Disposable Income (Line A - Line B)	\$2,858.25
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Plan Payments Plan Payments Not Included in Calculating Disposable Income	Amount
Administrative Claims	\$1,000.00
Priority Claims	
General Unsecured Creditors (Allowed Claims)	\$992.83
[OTHER PLAN PAYMENTS - DESCRIBE]	
D. Total Plan Payments	\$1,992.83

E. Plan Feasibility (Line C - Line D)	\$865.42
(Not feasible if less than zero)	

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Exhibit 4 - Effective Date Feasibility

Can the Debtor Make the Effective Day Payments?

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date	\$21,000.00	
Payments on Effective Date		
Unclassified Claims	0	
Administrative Expense Claims	\$20,000.00	
Priority Claims	0	
Small Claims (Class 2(a))	0	
U.S. Trustee Fees	\$250.00	
B. Total Payments on Effective Date		\$20,250.00
C. Net Cash on Effective Date (Line A - Line B) (Not feasible if less than zero)		\$750.00

The proposed plan has the following risks:

Debtor has a pending adversary proceeding case at U.S. Bankruptcy Court Northern District of California, captioned *Salem* et al v. Chang Chao et al, No. 3:16-ap-03023 (the "AP Case").

In the case that the adverse party (Salem) success his demand and his claim be allowed claim, the Debtor will sale three of her out of State properties to pay the total allowed claim of Salem.

Debtor has two property managers who manage the Texas and North Carolina properties. Debtor will also obtain a property manager for the Pilarcitos property.

Exhibit 5 - Investment Property Analysis

Properties with Positive Monthly Cash-Flow:

Real	Property	#1	Income:	[8108	Penobscot	Lane	Mckinne	y Tx	
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Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$5,512.00	1 st \$3,919.96	\$Impounded	\$Impounded	\$551.20	\$1,040.84

Real Property #2 Income: [305 St Andrews Dr, Pinehurst, NC]

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$1 , 596.33	1 st \$1,084.53	\$ Impounded	\$ Impounded	\$239.45	\$272.35

Real Property #3 Income: [9 Maverick Place, Pinehurst, NC]

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$1,147.50	1 st \$935.49	\$ Impounded	\$ Impounded	\$172.13	\$39.89

Real Property #4 Income: [701 Braxton Ct, Mckinney Tx]

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$3,950.00	1 st \$3,236.29	\$ Impounded	\$Impounded	\$395.00	\$318.71

A. Total Positive Cash Flow	\$1 , 671.79
-----------------------------	---------------------

Properties with Negative Monthly Cash-Flow:

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income

B. Total Negative	Coch Eleve	
D. IOLAI NEGALIVE	Cash Flow	

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DECLARATION OF JONATHAN JASON CHAO

I, Jonathan Jason Chao declare as follow:

- I am the Debtor's son and do hereby declare that all of the following is true and correct to the best of my personal knowledge and if called upon as a witness, I could and would competently testify to the truthfulness of all the below statements:
 - 2. I am familiar with the instant bankruptcy proceeding case 3:15-bk-31519.
 - 3. I make this declaration in support of the debtor's Plan of Reorganization.
- 4. Since February 28, 2019 I have been living on my mother's property located at 30 Pilarcitos Ct., Hillsborough, CA 94010 and I along with my brother Jason take care of the mortgage payments as well as all the necessary expenses for its maintenance.
- I am willing and able to assist my mother every month commencing on the effective date of the plan towards her plan of reorganization.
- The source of my contribution is my current employment income, attached is the proof of my employment income.
 - I have the financial ability to continue making it through the duration of the loan.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and complete to the best of my knowledge. Executed this 30th day of August. 2023 at Los Angeles, California.

Jonathan Jason Chao

Declaration

1

Filed: 08/30/23 Entered: 08/30/23 19:55:46 Page 23 of Case: 15-31519 Doc# 376

CO. DEPT. CLOCK VCHR. NO. 069172 004804 EX-NY

Earnings Statement



total to date

SMBC CAPITAL MARKETS 277 PARK AVENUE -H/R PAYROLL NEW YORK, NY 10172

Period Beginning: 08/01/2023 Period Ending: 08/15/2023 Pay Date: 08/15/2023

> JONATHAN JASON CHAO 30 PILARCITOS CT HILLSBOROUGH CA 94010

Filing Status: Single/Married filing separately

Exemptions/Allowances:

Federal: Standard Withholding Table

Social Security Number: XXX-XX-7423

Earnings	rate	salary/hours	this period	year to date
Regular	8333.34	75.83	8,333.34	113,718.28
Bonus				13,550.00
	Gross Pay		\$8,333.34	127,268.28
<u>Deductions</u>	Statutory			
	Federal Incor	ne Tax	-1,488.36	23,571.84
	Social Securi	ty Tax	-507 .79	7,835.30
	Medicare Tax	(-118 .76	1,832.45
	CA State Inc	ome Tax	-161 .95	161.95
	NY State Inc	ome Tax	-477 .75	8,186.32
	NY Paid Fan	nily Leave In	S	399.43
	Other			
	Cigna		-130 .00*	910.00
	Dental		-29 .00*	203.00
	401K		-250 .00*	2,750.00
	Net Pay		\$5,169.73	
	Check1		-5 ,169.73	
	Net Check		\$0.00	

Comp		8,333	.34		
Gtl		15	.75		
401K Match		250	.00		
401Kew		8,333	.34		
Totl Hrs Worked		75	.83		
401-K Match					500.00
401Kew				127	, 268 . 28
Important Not	es				
YOUR COMPANY'S	PHONE	NUMBER	IS 212-2	24-4000	
BASIS OF PAY: SAL	_ARY				

this period

Additional Tax Withholding Information

Taxable Marital Status: CA: Single NY: Single Exemptions/Allowances: CA: 0 NY: 0

Other Benefits and

Information

* Excluded from federal taxable wages

Your federal taxable wages this period are \$7,924.34

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SMBC CAPITAL MARKETS 277 PARK AVENUE -H/R PAYROLL NEW YORK, NY 10172

Advice number:

00000320062 08/15/2023

Deposited to the account of

account number

transit ABA

amount

xxxxx3253

XXXX XXXX

\$5,169.73



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Earnings Statement



SMBC CAPITAL MARKETS 277 PARK AVENUE -H/R PAYROLL NEW YORK, NY 10172

Period Beginning: 07/16/2023 Period Ending: 07/31/2023 Pay Date: 07/31/2023

Filing Status: Single/Married filing separately Exemptions/Allowances:

Federal: Standard Withholding Table

JONATHAN JASON CHAO 30 PILARCITOS CT HILLSBOROUGH CA 94010

Earnings	rate salary/hours	this period	year to date	Other Benefits and		
Regular	8333.34 75.83	8,333.34	105,384.94	Information	this period	total to date
Bonus			13,550.00	Comp	8,333.34	
	Gross Pay	\$8,333.34	118,934.94	Gtl	15.75	
				401K Match	250.00	
Deductions	Statutory			401Kew	8,333.34	
	Federal Income Tax	-1 ,526 .52	22,083.48	Totl Hrs Worked	75.83	
	Social Security Tax	-517 . 64	7,327.51	401-K Match		250.00
	Medicare Tax	-121 . 06	1,713.69	401Kew		118,934.94
	NY State Income Tax	-488 . 08	7,708.57	Incurantant Natas		
	NY Paid Family Leave	Ins	399.43	Important Notes YOUR COMPANY'S PHO	ONE NUMBER IS 212	-224-4000
	Other					
	401K	-250 .00*	2,500.00	BASIS OF PAY: SALARY		
	Cigna		780.00			
	Dental		174.00	Additional Tay W	ithbolding Info	matian
	Net Pay	\$5,430.04		Additional Tax W Taxable Marital Status:	ithnolaing inloi	mation
	Check1	-5 ,430.04		NY: Single Exemptions/Allowances:		
	Net Check	\$0.00		NY: 0		

* Excluded from federal taxable wages

Your federal taxable wages this period are \$8,083.34

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SMBC CAPITAL MARKETS 277 PARK AVENUE -H/R PAYROLL NEW YORK, NY 10172

Advice number:

00000300061 07/31/2023

Deposited to the account of

account number xxxxx3253

transit ABA

amount

XXXX XXXX

\$5,430.04

NON-NEGOTIABLE

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DECLARATION OF JUSTIN CHAO

- I, Justin Chao declare as follow:
- 1. I am the Debtor's son and do hereby declare that all of the following is true and correct to the best of my personal knowledge and if called upon as a witness, I could and would competently testify to the truthfulness of all the below statements:
 - 2. I am familiar with the instant bankruptcy proceeding case 3:15-bk-31519.
 - 3. I make this declaration in support of the debtor's Plan of Reorganization.
- 4. Since February 28, 2019 I have been living on my mother's property located at 30 Pilarcitos Ct., Hillsborough, CA 94010 and I along with my brother Jonathan take care of the mortgage payments as well as all the necessary expenses for its maintenance.
- 5. I am willing and able to assist my mother every month commencing on the effective date of the plan towards her plan of reorganization.
- 6. The source of my contribution is my current employment income from Central Peninsula Church where I am Pastor; attached is the proof of my employment income.
 - 7. I have the financial ability to continue making it through the duration of the loan.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and complete to the best of my knowledge. Executed this 30th day of August, 2023 at Los Angeles, California.

Justin Chao
Declarant

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Adv Plus Banking - 1130 : Account Activity

Transaction details

Posting date	Aug 22, 2023
Description	CENTRAL PENINSUL DES:Payroll ID:CN10683 388 INDN:JUSTIN CHAO CO ID:XXXXX76613 PPD
Туре	Deposit
Status	Cleared
Amount	\$2,499.72
Description	CENTRAL PENINSUL DES:Payroll ID:CN10683 388 INDN:JUSTIN CHAO CO ID:XXXXXX76613 PPD
Merchant name	CENTRAL PENINSUL
Transaction category	Income: Paychecks/Salary

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Adv Plus Banking - 1130 : Account Activity

Transaction details

Posting date	Aug 7, 2023
Description	CENTRAL PENINSUL DES:Payroll ID:CN10683 388 INDN:JUSTIN CHAO CO ID:XXXXX76613 PPD
Туре	Deposit
Status	Cleared
Amount	\$2,499.73
Description	CENTRAL PENINSUL DES:Payroll ID:CN10683 388 INDN:JUSTIN CHAO CO ID:XXXXXX76613 PPD
Merchant name	CENTRAL PENINSUL
Transaction category	Income: Paychecks/Salary

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APPENDIX "A"

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38

1 2 3 4 5 6 7 8	Gregory P. Campbell (SBN 281732) gcampbell@aldridgepite.com Gilbert R. Yabes (SBN 267388) gyabes@aldridgepite.com ALDRIDGE PITE, LLP 4375 Jutland Drive, Suite 200 P.O. Box 17933 San Diego, CA 92177-0933 Telephone: (858) 750-7600 Facsimile: (619) 590-1385 Attorneys for: PennyMac Loan Services, LLC. as	servicer for PennyMac Corp.	
9		NUDLIDTON COLIDT	
10	UNITED STATES BAN		
11	NORTHERN DISTRICT OF CALIFOR		
12	In re	Case No. 15-31519-DM	
13	JINNIE JINHUEI CHANG CHAO,	Chapter 11	
14	Debtor.	STIPULATION RE TREATMENT OF CLAIM UNDER DEBTOR'S PROPOSED CHAPTER 11 PLAN OF	
15		REORGANIZATION	
16		SUBJECT PROPERTY: 30 Pilarcitos Court	
17		Hillsborough, California 94010	
18			
19			
20	This Stipulation is entered into by and bety	ween PennyMac Loan Services, LLC. as servicer	
21	for PennyMac Corp. ("Creditor") by and through i	ts attorneys of record, and Debtor, Jinnie Jinhuei	
22	Chang Choa (" <u>Debtor</u> "), by her attorney of record		
23	The property which is the subject of this m	natter is commonly known as 30 Pilarcitos Court	
24	Hillsborough, California ("Property"), which is more fully described in the Deed of Trust. (See		
25	Claim No. 6).		
26	/././		
27	/././		
28	/././		

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On April 4, 2005, Debtor executed a promissory note (the "Note") in the principal sum of \$1,700,000.00. The Note is secured by a Deed of Trust (the "Deed of Trust") granting an interest in the Property. The Deed of Trust reflects that it was duly recorded in the County Recorder's Office. Subsequently, interest in the Note and Deed of Trust was assigned to Creditor. (*See* Claim No. 6).

On December 4, 2015, Debtor commenced the instant bankruptcy case, by filing a voluntary petition under Chapter 11 of the Bankruptcy Code in the Northern District of California – San Francisco Division, and was assigned bankruptcy case number 15-31519-DM (the "Bankruptcy Case"). (See Dkt. No. 1).

On April 5, 2016, Creditor filed its Proof of Claim listing a secured claim of \$1,821,433.95, including pre-petition arrears of \$242,033.88. (*See* Claim No. 6-1).

THE PARTIES STIPULATE AS FOLLOWS:

- 1. Creditor shall have a fully secured claim in the amount of \$1,961,560.85 (the "Secured Claim") amortized over thirty (30) years at 4.75% fixed interest per annum in the Debtor's Chapter 11 Plan.
- 3. Debtor shall tender monthly principal and interest payments ("<u>Principal and Interest Payments</u>") in the sum of \$10,232.43 to Creditor for the Secured Claim commencing **July 1, 2017**, and continuing on the same day of each month thereafter until the Secured Claim is paid in full.
- 4. In addition to Principal and Interest Payments, Debtor shall make monthly escrow payments to Creditor for real property tax advances and hazard insurance advances made by Creditor ("Escrow Payments") commencing **July 1, 2017**, subject to change pursuant to the terms of the Subject Loan. Debtor must obtain PennyMac's express written consent if she wishes to de-escrow the account.
- 6. Except as otherwise expressly provided herein, all remaining terms of the Note and Deed of Trust shall govern the treatment of Creditor's Secured Claim.

Pre-Confirmation Default

- 4. In the event of a pre-confirmation default under this Stipulation, Creditor may file a Motion for Relief From the Automatic Stay ("Motion for Relief").
 - 5. In the event Creditor is granted relief from the automatic stay, Debtor agrees to waive

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the 14-day stay provided by Bankruptcy Rule 4001(a)(3).

6. In the event the Debtor defaults under this Stipulation and Creditor files a Motion for Relief, Debtor shall be required to pay the reasonable fees and costs associated with filing the Motion for Relief in order to cure the default.

Post-Confirmation Default

- 7. The confirmation order will constitute an order for relief from stay. However, Creditor will not take any action to enforce either the pre-confirmation obligation or the obligation due under this Stipulation/Plan, so long as Debtor is not in default under the terms of the Note and Deed of Trust, as modified by this Stipulation/Plan.
- 8. In the event of a default, Creditor may: (i) file and serve a motion dismiss the case or convert the case to Chapter 7; or (ii) without further order of the court has relief from stay to the extent necessary, and may pursue its lawful remedies to enforce and collect Debtor's preconfirmation obligation.
- 9. The acceptance by Creditor (and/or its servicer) of a late or partial payment shall not act as a waiver of Creditor's right to proceed hereunder.

Miscellaneous Provisions

- 10. The Debtor shall (i) file a Chapter 11 Plan that incorporates the terms of this Stipulation by reference to docket number and/or (ii) the confirmation order shall expressly incorporate the terms of this Stipulation by reference to docket number.
- 11. The terms of this Stipulation may not be modified, altered, or changed by the Debtor's Chapter 11 Plan, any confirmation order thereon, any subsequently filed Amended Chapter 11 Plan of Reorganization and any confirmed order thereon without Debtor first attempting to seek the express written consent of Creditor's counsel. If Creditor's counsel denies Debtor's request to modify the terms of this Stipulation, Debtor may seek court approval to modify the terms of the Stipulation after notice to Creditor's counsel and a hearing. However, Creditor reserves its rights to object to confirmation of the Debtor's Chapter 11 Plan of Reorganization/submit a timely ballot rejecting confirmation of the Debtor's Chapter 11 Plan of Reorganization.
 - 12. In the event the Debtor's case is dismissed or converted to any other chapter under

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Title 11 of the United States Bankruptcy Code prior to completion of the Debtor's Chapter 11 Plan payments, receipt of a discharge, and entry of a final decree, the terms of this Stipulation shall be void and Creditor shall retain its lien in the full amount due under the Note (i.e., the pre-Stipulation terms).

- 13. Payments to Creditor will continue past the date Debtor obtains a discharge. However, Creditor's rights against the Subject Property shall not be affected by the entry of a discharge, but shall continue to be governed by the terms of the Note and Deed of Trust, as modified by this Stipulation/Plan.
- 14. At the request of Creditor, the Debtor shall execute such documents and instruments as are necessary to reflect the Debtor as the borrower of the Secured Claim, and to modify the terms of the obligation to conform to the provisions with this Stipulation/Plan.
- 15. In the event the Debtor seeks to sell the Property prior to receipt of a discharge, the parties shall retain all rights under 11 U.S.C. §363.
- 16. Creditor shall not be required to release the loan from bankruptcy status and/or resume regular monthly statements until entry of a final decree and the close of the Debtor's Chapter 11 case.
- 17. In the event the Debtor asserts that Creditor has failed to properly update its internal system to comply with the terms of this Stipulation within a reasonable period of time after an order is entered confirming the Debtor's Chapter 11 Plan of Reorganization, which shall be no less than ninety (90) days after entry of the Order Confirming Debtor's Plan, the Debtor shall be required to provide written notice of the alleged lack of compliance to Creditor and Creditor's counsel of record, Aldridge Pite, LLP at 4375 Jutland Drive, Suite 200, San Diego, CA 92117, indicating the nature of the alleged lack of compliance. If Creditor fails to either remedy the alleged lack of compliance and/or provide an explanation refuting the Debtor's allegation after the passage of ninety (90) days from the date Creditor receives said written notice (the "Meet and Confer Period") Debtor may proceed with filing the appropriate motion in bankruptcy court seeking Creditor's compliance. However, provided Creditor has in good faith sought to remedy Debtor's grievance during the Meet and Confer Period, Debtor shall not request an award of his/her attorneys' fees and costs nor

sanctions as a result of filing said motion. 2 18. The Parties to this Stipulation waive any and all claims and causes of action, whether 3 known or unknown, they currently have against each other, and their respective agents, parents, affiliates, subsidiaries, attorneys, predecessors, current and subsequent holders of the Loan, 5 successors and assigns in relation to the Loan and any and all agreements which exist between them 6 regarding or relating to the Loan prior to the date of this Stipulation. This waiver includes Debtor's 7 right to object to Creditor's claim. All Parties to this Stipulation also release each other and their respective agents, parents, affiliates, subsidiaries, attorneys, predecessors, current and subsequent 8 holders of the Loan, successors and assigns from any liability in relation to the Loan prior to the date 10 of this Stipulation; and 19. 11 In exchange for the foregoing and after approval of Debtor's Disclosure Statement, 12 Creditor will execute a ballot voting in favor of Debtor's treatment of its Secured Claim under 13 Debtor's Chapter 11 Plan of Reorganization. IT IS SO STIPULATED: 14 15 Dated: June 26, 2017 16 Attorney for Debtor 17 18 ALDRIDGE | PITE, LLP 19 20 Dated: 6/27/2017 21 GILBERT R. YABES Attorneys for PennyMac Loan Services, LLC. as 22 servicer for PennyMac Corp. 23 24 25 26 27 28

1	Gregory P. Campbell (SBN 281732)	
2	gcampbell@aldridgepite.com Gilbert R. Yabes (SBN 267388)	
3	gyabes@aldridgepite.com ALDRDGE PITE. LLP	
4	4375 Jutland Drive, Suite 200 P.O. Box 17933	
5	San Diego, CA 92177-0933 Telephone: (858) 750-7600	
6	Facsimile: (619) 590-1385	· C. D. M. C.
7	Attorneys for PennyMac Loan Services, LLC. as	servicer for PennyMac Corp.
8	UNITED STATES BAN	NKRUPTCY COURT
9	NORTHERN DISTRICT OF CALIFOR	RNIA – SAN FRANCISCO DIVISION
10	In re	Case No. 15-31519-DM
11	JINNIE JINHUEI CHANG CHAO,	Chapter 11
12	Debtor(s).	ORDER ON STIPULATION RE TREATMENT OF CLAIM UNDER
13	Debioi(s).	DEBTOR'S PROPOSED CHAPTER 11 PLAN OF REORGANIZATION
14		SUBJECT PROPERTY:
15		30 Pilarcitos Court Hillsborough, California 94010
16		Timsoorough, Camorina 74010
17	The parties having agreed to the terms set	forth in the Stipulation Re Treatment of Claim
18	under Debtor's Proposed Chapter 11 Plan of R	eorganization are bound by the terms of their
19	stipulation. The Stipulation Re Treatment of Clar	im under Debtor's Proposed Chapter 11 Plan of
20	Reorganization, filed on June 28, 2017, docket nun	nber 129 is hereby approved and made an order of
21	the court.	
22	**END OF	ORDER**
23		
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COURT SERVICE LIST

Cease: 15531.5129 D06##3729-1Filedic08/86/28/17Ententedic08/86/28/19:55:49:17Papa 36 2f

1	Gregory P. Campbell (SBN 281732)		
2	gcampbell@aldridgepite.com Gilbert R. Yabes (SBN 267388)		
3	gyabes@aldridgepite.com ALDRIDGE PITE, LLP		
4	4375 Jutland Drive, Suite 200 P.O. Box 17933		
5	San Diego, CA 92177-0933 Telephone: (858) 750-7600		
6	Facsimile: (619) 590-1385	and a second of the control of the c	
7	Attorneys for PennyMac Loan Services, LLC. as	servicer for PennyMac Corp.	
8	UNITED STATES BAI	NKRUPTCY COURT	
9	NORTHERN DISTRICT OF CALIFO	RNIA - SAN FRANCISCO DIVISION	
10	In re	Case No. 15-31519-DM	
11	JINNIE JINHUEI CHANG CHAO,	Chapter 11	
12	Debtor.	PROOF OF SERVICE	
13		SUBJECT PROPERTY: 30 Pilarcitos Court	
14		Hillsborough, California 94010	
15	I, Marie Begay, declare that:		
16		not a party to this bankruptcy case or adversary	
17	proceeding. My business address is: 4375 Jutland		
18	On June 29, 2017, I caused the following	documents:	
19	Stipulation Re Treatment of Claim	m under Debtor's Proposed Chapter 11 Plan of	
20	Reorganization; and		
21	• [Proposed] Order on Stipulation Re Treatment of Claim under Debtor's		
22	Proposed Chapter 11 Plan of Reorganization		
2324	to be served in said cause by placing a copy then	reof enclosed in a sealed envelope with postage	
25	thereon fully prepaid in the United States Mail at San Diego, California, and/or via electronic means		
26	pursuant to Bankruptcy Local Rule 9013-3(c) as t	follows:	
27	/././		
28	/././		
20			
	PROOF OF		

1	<u>JUDGE</u> (via U.S. Mail)
2	Judge Dennis Montali
3	United States Bankruptcy Court P.O. Box 7341
4	San Francisco, CA 94120-7341
5	<u>DEBTOR</u>
6	(via U.S. Mail)
7	Jinnie Jinhuei Chang Chao 50 Sandra Rd
8	Hillborough, CA 94010
9	ATTORNEY FOR DEBTOR
10	(via NEF)
11	Onyinye N. Anyama Anyama Law Firm
12	18000 Študebaker Rd #700 Cerritos, CA 90703
13	info@anyamalaw.com
14	Bruce C. Janke Law Office of Bruce C. Janke
15	16965 Roberts Rd. # A Los Gatos, CA 95032-4556
16	B_Janke@MSN.com
17	U.S. TRUSTEE
18	(via NEF)
19	Office of the U.S. Trustee / SF Barbara A. Matthews
20	Donna S. Tamanaha Phillip J. Burton Federal Building
21	450 Golden Gate Ave. 5th Fl., #05-0153 San Francisco, CA 94102
22	USTPRegion17.SF.ECF@usdoj.gov barbara.a.matthews@usdoj.gov
23	Donna.S.Tamanaha@usdoj.gov
24	I declare under penalty of perjury that the foregoing is true and correct.
25	
26	Dated: June 29, 2017 /s/ Marie Begay MARIE BEGAY
27	
28	
	- 2 - Case No. 15-31519-DM
	PROOF OF SERVICE